

EXHIBIT C

Form of Ballots

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
)	Chapter 11
JAB Energy Solutions II, LLC ¹)	
)	Case No. 21-11226 (CTG)
Debtor.)	
)	

**BALLOT TO ACCEPT OR REJECT COMBINED
DISCLOSURE STATEMENT AND PLAN OF LIQUIDATION OF JAB ENERGY
SOLUTIONS II, LLC UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

CLASS 3 – PREPETITION JUNIOR LENDER CLAIMS

**THIS BALLOT IS TO BE USED BY OR ON BEHALF OF THE HOLDER OF THE
CLASS 3 – PREPETITION JUNIOR LENDER CLAIMS. PLEASE READ AND
FOLLOW THE ATTACHED INSTRUCTIONS CAREFULLY. COMPLETE, SIGN AND
DATE THIS BALLOT AND RETURN IT IN THE ENCLOSED ENVELOPE
PROMPTLY.**

**IF THE VOTING AGENT HAS NOT RECEIVED THIS BALLOT BY 5:00 P.M.,
PREVAILING EASTERN TIME, ON [●], 2022 (THE “VOTING DEADLINE”), UNLESS
EXTENDED BY THE DEBTOR, IT WILL NOT BE COUNTED.
FACSIMILE AND EMAIL BALLOTS WILL NOT BE ACCEPTED**

This ballot (the “Ballot”) is submitted to you to solicit your vote to accept or reject the *Combined Disclosure Statement and Plan of Liquidation of JAB Energy Solutions II, LLC* [D.I. ____] (including all exhibits thereto and as amended, supplemented or otherwise modified from time to time, the “Combined Plan”) proposed by the above-captioned debtor (the “Debtor”). The disclosures (the “Disclosures”) contained in the Combined Plan were approved on an interim basis by order of the United States Bankruptcy Court for the District of Delaware. The Disclosures provide information to assist you in deciding how to vote your Ballot. You should review the Combined Plan before you vote. You may wish to seek legal advice concerning the Combined Plan and the classification and treatment of your claim(s) under the Combined Plan. Capitalized terms not defined herein shall have the meaning ascribed to such term in the Combined Plan.

The Combined Plan provides information to assist you in deciding how to vote your Ballot. A copy of the Combined Plan has been provided to you with this Ballot. You can obtain additional copies upon request to the Voting Agent, Stretto, Inc. (“Stretto”), by writing to JAB Energy

¹ The last four digits of the Debtor’s U.S. tax identification number are 3625. The Debtor’s mailing address is 19221 I-45 South, Suite 324, Shenandoah, TX 77385.

Solutions II, LLC Ballot Processing Center, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602 or by phone at 855-544-5525. Copies of the Combined Plan are also available for free on the Voting Agent's website at <https://cases.stretto.com/JABenergy> and are on file with the Clerk of the Bankruptcy Court for the District of Delaware, and may be reviewed during the regular hours of the Bankruptcy Court or online through the Bankruptcy Court's internet website at <http://www.deb.uscourts.gov>.

The Combined Plan can be confirmed by the Bankruptcy Court, and therefore made binding on you, if it is accepted by the holders of at least one-half in number and two-thirds in amount of the claims in each of the classes who vote on the Combined Plan and/or if the Combined Plan otherwise satisfies applicable legal requirements.

This Ballot shall not constitute or be deemed a proof of claim or equity interest, an assertion of a claim or equity interest, or the allowance of a claim or equity interest.

IF YOU HAVE RECEIVED A DAMAGED BALLOT OR IF YOU LOSE YOUR BALLOT, OF IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE VOTING AGENT BY PHONE AT 855-544-5525 OR BY EMAIL TO TEAMJABENERGY@STRETTO.COM.

PLEASE READ THE ATTACHED VOTING INFORMATION AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.

PLEASE COMPLETE ITEM 1. IF NEITHER THE "ACCEPT" NOR "REJECT" LINE IS CHECKED OR BOTH THE "ACCEPT" AND "REJECT" LINE IS CHECKED IN ITEM 1, THIS BALLOT WILL NOT BE COUNTED AS HAVING BEEN CAST. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

Item 1. Class Vote. The undersigned, the holder of a **CLASS 3 – PREPETITION JUNIOR LENDER CLAIM**, hereby votes, in the amount set forth below, as follows (check one):

_____ Accept the Combined Plan _____ Reject the Combined Plan

Amount of Claim \$ _____

Item 3. Acknowledgements. By signing this Ballot, the undersigned acknowledges receipt of the Combined Plan and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Combined Plan on behalf of the claimant and make the other elections set forth in this Ballot. The undersigned understands that, if this Ballot is validly executed but does not indicate either acceptance or rejection of the Plan, or indicates both an acceptance and rejection of the Combined Plan this Ballot will not be counted.

Name of Creditor

Federal Tax I.D. No. (Optional)

Signature

Date Completed

If by Authorized Agent, Name and Title

Street Address

Telephone Number

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

1. On the lines provided in Item 1 of the Ballot, please indicate acceptance or rejection of the Plan. Complete the Ballot by providing all the information requested and sign, date, and return the Ballot by mail, overnight delivery, or courier to the Voting Agent at the following address:

JAB Energy Solutions II, LLC Ballot Processing Center
c/o Stretto
410 Exchange, Suite 100
Irvine, CA 92602

Alternatively, you may submit your Ballot via the Voting Agent's online portal by visiting <https://cases.stretto.com/JABenergy/>. Click on the "File a Ballot" section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot Password: _____

The Voting Agent's online portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

Each E-Ballot Password is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot Password you receive, as applicable. Creditors who cast a Ballot using the Voting Agent's Electronic Balloting Portal system should NOT also submit a paper Ballot.

2. **Ballots must be received by the Voting Agent by 5:00 p.m., prevailing Eastern Time, on [●], 2022 (the "Voting Deadline").** If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Voting Agent is enclosed for your convenience. ***Ballots submitted by facsimile or email will not be accepted.***

3. Please sign and date your Ballot as required in Item 2. Your signature is required in order for your Ballot to be counted.

4. If your claim has not been previously allowed by order of the Bankruptcy Court, your claim will be deemed to be temporarily allowed, solely for purposes of voting on the Combined Plan, unless there is an objection to your claim pending as of [●], 2022. The temporary allowance of your claim for voting purposes does not constitute an allowance of your claim for purposes of distribution under the Combined Plan and is without prejudice to the rights of the Debtor, or any other party in interest, in any other context (e.g., the right to contest the amount or validity of any claim for purposes of allowance under the Combined Plan). If your claim is subject to an objection that was filed by [●], 2022, in accordance with Bankruptcy Rule 3018, your Ballot will not be counted unless the Court temporarily allows your claim for purposes of voting to accept

or reject the Combined Plan. In order for a claim subject to a timely-filed objection to be temporarily allowed for voting purposes only, you are required to file a motion with the Bankruptcy Court seeking such relief by no later than [●], 2022. Ballots of holders of claims that are scheduled as contingent, unliquidated, or disputed (excluding such scheduled disputed, contingent, or unliquidated claims that have been paid, allowed by an Order of the Court or superseded by a timely Filed Proof of Claim) will not be counted unless the Court temporarily allows such claim for purposes of voting to accept or reject the Combined Plan.

5. The following voting procedures apply to your Ballot:
 - a. Except to the extent the Debtor otherwise determines, or as permitted by the Court, Ballots received after the Voting Deadline will not be accepted or counted by the Voting Agent in connection with the confirmation of the Combined Plan;
 - b. Except to the extent the Debtor otherwise determines, no party may change its vote after its Ballot has been delivered to the Voting Agent unless the Holder of the Claim or Interest files a motion pursuant to Bankruptcy Rule 3018;
 - c. Claims shall not be split for purposes of voting; thus, each Creditor must vote the full amount of its Claim(s) within each class to either accept or reject the Combined Plan. If a creditor attempts to split such vote on its Ballot, such Ballot will not be counted for voting purposes;
 - d. Except to the extent the Debtor otherwise determines, any executed Ballot that does not indicate an acceptance or rejection shall not be counted;
 - e. Any executed Ballot that indicates both an acceptance and rejection of the Combined Plan shall not be counted;
 - f. Votes cast pursuant to a Ballot that is not signed or does not contain an original signature shall not be counted, unless the Court orders otherwise;
 - g. The method of delivery of Ballots to be sent to the Voting Agent is at the election and risk of each Holder of a Claim, but such delivery will be deemed made only when the original, executed Ballot is actually received by the Voting Agent;
 - h. Delivery of the original executed Ballot to the Voting Agent on or before the Voting Deadline is required. Delivery of a Ballot by facsimile, email, or any other electronic means will not be accepted unless otherwise ordered by the Court;
 - i. No Ballot sent to the Debtor, or the Debtor's financial or legal advisors, shall be accepted or counted;
 - j. The Debtor expressly reserves the right, subject to the approval of the Court, to amend at any time and from time to time the terms of the Combined Plan (subject to compliance with Section 1127 of the Bankruptcy Code and the terms of the Plan regarding modification). If the Debtor makes material changes in the terms of the

Combined Plan, the Debtor will disseminate additional solicitation materials and will extend the solicitation deadline, in each case to the extent directed by the Court;

- k. If multiple Ballots are received from or on behalf of an individual holder of a Claim with respect to the same Claim prior to the Voting Deadline, the last properly completed Ballot timely received will be deemed to reflect the voter's intent and to supersede and revoke any prior Ballot;
- l. If a Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or other person acting in a fiduciary or representative capacity, such person should indicate such capacity when signing and, if requested by the Debtor, must submit proper evidence, satisfactory to the Debtor, of such person's authority to so act in such capacity;
- m. The Debtor, subject to contrary order of the Court, may waive any defect in any Ballot at any time, either before or after the close of voting, and without notice. Except as otherwise provided herein, the Debtor may, in its discretion, reject any such defective Ballot as invalid and, therefore, not count it in connection with confirmation of the Combined Plan;
- n. Unless otherwise ordered by the Court, all questions as to the validity, eligibility (including time of receipt) and revocation or withdrawal of Ballots will be determined by the Debtor, which determination shall be final and binding;
- o. If designation of a Claim is requested under § 1126(e), any vote to accept or reject the Combined Plan cast with respect to such Claim will not be counted for purposes of determining whether the Combined Plan has been accepted or rejected, unless the Court orders otherwise;
- p. Any Holder of a Claim that has delivered a valid Ballot voting on the Combined Plan may withdraw such vote solely in accordance with Bankruptcy Rule 3018(a);
- q. Unless waived or as otherwise ordered by the Court, any defects or irregularities in connection with deliveries of Ballots must be cured by the Voting Deadline, and unless otherwise ordered by the Court, delivery of such Ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not been cured or waived by the Voting Deadline) will not be counted;
- r. Neither the Debtor nor any other person or entity will be under any duty to provide notification of defects or irregularities with respect to the delivery of Ballots, nor will any of them incur any liability for failure to provide such notification;
- s. No fees, commissions, or other remuneration will be payable to any broker, dealer, or other person for soliciting Ballots to accept the Combined Plan;

- t. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Combined Plan and/or to opt out of the release; and
- u. The Ballot does not constitute, and shall not be deemed to be, a proof of Claim or an assertion or admission of a Claim or Equity Interest.

6. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.

7. PLEASE RETURN YOUR BALLOT PROMPTLY. THE VOTING AGENT WILL NOT ACCEPT BALLOTS BY FACSIMILE OR EMAIL.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
)	Chapter 11
JAB Energy Solutions II, LLC ¹)	
)	Case No. 21-11226 (CTG)
Debtor.)	
)	

**BALLOT TO ACCEPT OR REJECT COMBINED
DISCLOSURE STATEMENT AND PLAN OF LIQUIDATION OF JAB ENERGY
SOLUTIONS II, LLC UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

CLASS 5 – UNSECURED CLAIMS

**THIS BALLOT IS TO BE USED BY OR ON BEHALF OF THE HOLDER OF THE
CLASS 5 – UNSECURED CLAIMS. PLEASE READ AND FOLLOW THE ATTACHED
INSTRUCTIONS CAREFULLY. COMPLETE, SIGN AND DATE THIS BALLOT AND
RETURN IT IN THE ENCLOSED ENVELOPE PROMPTLY.**

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FACSIMILE AND EMAIL BALLOTS WILL NOT BE ACCEPTED**

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The Combined Plan provides information to assist you in deciding how to vote your Ballot. A copy of the Combined Plan has been provided to you with this Ballot. You can obtain additional copies upon request to the Voting Agent, Stretto, Inc. (“Stretto”), by writing to JAB Energy

¹ The last four digits of the Debtor’s U.S. tax identification number are 3625. The Debtor’s mailing address is 19221 I-45 South, Suite 324, Shenandoah, TX 77385.

Solutions II, LLC Ballot Processing Center, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602, or by phone at 855-544-5525. Copies of the Combined Plan are available for free on the Voting Agent's website at <https://cases.stretto.com/JABenergy> and are also on file with the Clerk of the Bankruptcy Court for the District of Delaware, and may be reviewed during the regular hours of the Bankruptcy Court or online through the Bankruptcy Court's internet website at <http://www.deb.uscourts.gov>.

The Combined Plan can be confirmed by the Bankruptcy Court, and therefore made binding on you, if it is accepted by the holders of at least one-half in number and two-thirds in amount of the claims in each of the classes who vote on the Combined Plan and/or if the Combined Plan otherwise satisfies applicable legal requirements.

This Ballot shall not constitute or be deemed a proof of claim or equity interest, an assertion of a claim or equity interest, or the allowance of a claim or equity interest.

IF YOU HAVE RECEIVED A DAMAGED BALLOT OR IF YOU LOSE YOUR BALLOT, OF IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE VOTING AGENT BY PHONE AT 855-544-5525 OR BY EMAIL TO TEAMJABENERGY@STRETTO.COM.

PLEASE READ THE ATTACHED VOTING INFORMATION AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.

PLEASE COMPLETE ITEM 1. IF NEITHER THE "ACCEPT" NOR "REJECT" LINE IS CHECKED OR BOTH THE "ACCEPT" AND "REJECT" LINE IS CHECKED IN ITEM 1, THIS BALLOT WILL NOT BE COUNTED AS HAVING BEEN CAST. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

Item 1. Class Vote. The undersigned, the holder of a **CLASS 5 – UNSECURED CLAIM** against the Debtor, hereby votes, in the amount set forth below, as follows (check one):

_____ Accept the Combined Plan _____ Reject the Combined Plan

Amount of Claim \$ _____

Item 2. (Optional) Plan Releases (Do not complete if you have rejected the Combined Plan).

Pursuant to the Combined Plan, if you return a Ballot and vote to ACCEPT the Plan, but do not elect to opt out of the third party release provision contained in Section 16.2(c) of the Plan, you are automatically deemed to have accepted such release provision. However, if you vote to ACCEPT the Combined Plan, you may check the box below to opt out of the third party release provision contained in Section 16.2(c) of the Combined Plan.

☐ I hereby ELECT TO OPT OUT of the release provision contained in Section 16.2(c) of the Combined Plan.

Section 16.2(c) of the Combined Plan provides as follows:

ON AND AFTER AND SUBJECT TO THE OCCURRENCE OF THE EFFECTIVE DATE, EXCEPT AS OTHERWISE PROVIDED IN THE PLAN, EACH CLAIMANT (COLLECTIVELY, THE “RELEASING PARTIES”) WHO (I) IS NOT IMPAIRED UNDER THE PLAN OR (II) AFFIRMATIVELY VOTES TO ACCEPT THE PLAN AND, AS TO HOLDERS OF CLASS 5 UNSECURED CLAIMS WHO ARE NOT PARTIES TO THE PLAN TERM SHEET ONLY, WHO DOES NOT ELECT TO “OPT-OUT” BY MARKING THE APPROPRIATE BOX ON SUCH RELEASING PARTY’S RESPECTIVE BALLOT, FOR THEMSELVES AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, TRANSFEREES, AND SUCH CLAIMANTS’ OFFICERS AND DIRECTORS, AGENTS, MEMBERS, FINANCIAL AND OTHER ADVISORS, ATTORNEYS, EMPLOYEES, PARTNERS, AFFILIATES, AND REPRESENTATIVES (IN EACH CASE IN THEIR CAPACITY AS SUCH), SHALL RELEASE (THE “THIRD PARTY RELEASE”) EACH RELEASED PARTY, AND EACH OF THE DEBTOR, THE REORGANIZED DEBTOR, THE ESTATE, AND THE RELEASED PARTIES SHALL BE DEEMED RELEASED FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF ANY OF THE DEBTOR OR THE ESTATE, AS APPLICABLE, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ASSERTED OR UNASSERTED, ACCRUED OR UNACCRUED, MATURED OR UNMATURED, DETERMINED OR DETERMINABLE, DISPUTED OR UNDISPUTED, LIQUIDATED OR UNLIQUIDATED, OR DUE OR TO BECOME DUE, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTOR, THE DEBTOR’S LIQUIDATION, THE CHAPTER 11 CASE, THE PURCHASE, SALE, TRANSFER OF ANY SECURITY, ASSET, RIGHT, OR INTEREST OF THE DEBTOR, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND INTERESTS PRIOR TO OR IN THE CHAPTER 11 CASE, THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS, ANY OTHER ACT OR OMISSION,

TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON AND BEFORE THE EFFECTIVE DATE, OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY THAT CONSTITUTES FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE; *PROVIDED HOWEVER*, THE FOREGOING THIRD PARTY RELEASE SHALL NOT RELEASE ANY OBLIGATIONS OF ANY PARTY UNDER THE PLAN OR ANY OTHER DOCUMENT, INSTRUMENT, OR AGREEMENT EXECUTED TO IMPLEMENT THE PLAN.

Item 3. Acknowledgements. By signing this Ballot, the undersigned acknowledges receipt of the Combined Plan and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Combined Plan on behalf of the claimant and make the other elections set forth in this Ballot. The undersigned understands that, if this Ballot is validly executed but does not indicate either acceptance or rejection of the Plan, or indicates both an acceptance and rejection of the Combined Plan this Ballot will not be counted.

Name of Creditor

Federal Tax I.D. No. (Optional)

Signature

Date Completed

If by Authorized Agent, Name and Title

Street Address

Telephone Number

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

1. On the lines provided in Item 1 of the Ballot, please indicate acceptance or rejection of the Plan. Complete the Ballot by providing all the information requested and sign, date, and return the Ballot by mail, overnight delivery, or courier to the Voting Agent at the following address:

JAB Energy Solutions II, LLC Ballot Processing Center
c/o Stretto
410 Exchange, Suite 100
Irvine, CA 92602

Alternatively, you may submit your Ballot via the Voting Agent's online portal by visiting <https://cases.stretto.com/JABenergy>. Click on the "File a Ballot" section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot Password: _____

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Each E-Ballot Password is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot Password you receive, as applicable. Creditors who cast a Ballot using the Voting Agent's Electronic Balloting Portal system should NOT also submit a paper Ballot.

2. Ballots must be received by the Voting Agent by 5:00 p.m., prevailing Eastern Time, on [●], 2022 (the "Voting Deadline"). If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Voting Agent is enclosed for your convenience. ***Ballots submitted by facsimile or email will not be accepted.***

3. Please sign and date your Ballot as required in Item 2. Your signature is required in order for your Ballot to be counted.

4. If your claim has not been previously allowed by order of the Bankruptcy Court, your claim will be deemed to be temporarily allowed, solely for purposes of voting on the Combined Plan, unless there is an objection to your claim pending as of [●], 2022. The temporary allowance of your claim for voting purposes does not constitute an allowance of your claim for purposes of distribution under the Combined Plan and is without prejudice to the rights of the Debtor, or any other party in interest, in any other context (e.g., the right to contest the amount or validity of any claim for purposes of allowance under the Combined Plan). If your claim is subject to an objection that was filed by [●], 2022, in accordance with Bankruptcy Rule 3018, your Ballot will not be counted unless the Court temporarily allows your claim for purposes of voting to accept

or reject the Combined Plan. In order for a claim subject to a timely-filed objection to be temporarily allowed for voting purposes only, you are required to file a motion with the Bankruptcy Court seeking such relief by no later than [●], 2022. Ballots of holders of claims that are scheduled as contingent, unliquidated, or disputed (excluding such scheduled disputed, contingent, or unliquidated claims that have been paid, allowed by an Order of the Court or superseded by a timely Filed Proof of Claim) will not be counted unless the Court temporarily allows such claim for purposes of voting to accept or reject the Combined Plan.

5. The following voting procedures apply to your Ballot:
 - a. Except to the extent the Debtor otherwise determines, or as permitted by the Court, Ballots received after the Voting Deadline will not be accepted or counted by the Voting Agent in connection with the confirmation of the Combined Plan;
 - b. Except to the extent the Debtor otherwise determines, no party may change its vote after its Ballot has been delivered to the Voting Agent unless the Holder of the Claim or Interest files a motion pursuant to Bankruptcy Rule 3018;
 - c. Claims shall not be split for purposes of voting; thus, each Creditor must vote the full amount of its Claim(s) within each class to either accept or reject the Combined Plan. If a creditor attempts to split such vote on its Ballot, such Ballot will not be counted for voting purposes;
 - d. Except to the extent the Debtor otherwise determines, any executed Ballot that does not indicate an acceptance or rejection shall not be counted;
 - e. Any executed Ballot that indicates both an acceptance and rejection of the Combined Plan shall not be counted;
 - f. Votes cast pursuant to a Ballot that is not signed or does not contain an original signature shall not be counted, unless the Court orders otherwise;
 - g. The method of delivery of Ballots to be sent to the Voting Agent is at the election and risk of each Holder of a Claim, but such delivery will be deemed made only when the original, executed Ballot is actually received by the Voting Agent;
 - h. Delivery of the original executed Ballot to the Voting Agent on or before the Voting Deadline is required. Delivery of a Ballot by facsimile, email, or any other electronic means will not be accepted unless otherwise ordered by the Court;
 - i. No Ballot sent to the Debtor, or the Debtor's financial or legal advisors, shall be accepted or counted;
 - j. The Debtor expressly reserves the right, subject to the approval of the Court, to amend at any time and from time to time the terms of the Combined Plan (subject to compliance with Section 1127 of the Bankruptcy Code and the terms of the Plan regarding modification). If the Debtor makes material changes in the terms of the

Combined Plan, the Debtor will disseminate additional solicitation materials and will extend the solicitation deadline, in each case to the extent directed by the Court;

- k. If multiple Ballots are received from or on behalf of an individual holder of a Claim with respect to the same Claim prior to the Voting Deadline, the last properly completed Ballot timely received will be deemed to reflect the voter's intent and to supersede and revoke any prior Ballot;
- l. If a Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or other person acting in a fiduciary or representative capacity, such person should indicate such capacity when signing and, if requested by the Debtor, must submit proper evidence, satisfactory to the Debtor, of such person's authority to so act in such capacity;
- m. The Debtor, subject to contrary order of the Court, may waive any defect in any Ballot at any time, either before or after the close of voting, and without notice. Except as otherwise provided herein, the Debtor may, in their discretion, reject any such defective Ballot as invalid and, therefore, not count it in connection with confirmation of the Combined Plan;
- n. Unless otherwise ordered by the Court, all questions as to the validity, eligibility (including time of receipt) and revocation or withdrawal of Ballots will be determined by the Debtor, which determination shall be final and binding;
- o. If designation of a Claim is requested under § 1126(e), any vote to accept or reject the Combined Plan cast with respect to such Claim will not be counted for purposes of determining whether the Combined Plan has been accepted or rejected, unless the Court orders otherwise;
- p. Any Holder of a Claim that has delivered a valid Ballot voting on the Combined Plan may withdraw such vote solely in accordance with Bankruptcy Rule 3018(a);
- q. Unless waived or as otherwise ordered by the Court, any defects or irregularities in connection with deliveries of Ballots must be cured by the Voting Deadline, and unless otherwise ordered by the Court, delivery of such Ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not been cured or waived by the Voting Deadline) will not be counted;
- r. Neither the Debtor nor any other person or entity will be under any duty to provide notification of defects or irregularities with respect to the delivery of Ballots, nor will any of them incur any liability for failure to provide such notification;
- s. No fees, commissions, or other remuneration will be payable to any broker, dealer, or other person for soliciting Ballots to accept the Combined Plan;

- t. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Combined Plan and/or to opt out of the release; and
- u. The Ballot does not constitute, and shall not be deemed to be, a proof of Claim or an assertion or admission of a Claim or Equity Interest.

6. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.

7. **PLEASE RETURN YOUR BALLOT PROMPTLY. THE VOTING AGENT WILL NOT ACCEPT BALLOTS BY FACSIMILE OR EMAIL.**